

ARTICLES of AGREEMENT

Concluded, Made, and Agreed on this Twenty eight Day of May, in the Year of our Lord, One Thousand six hundred ninety and four, between the Royal Free Burrows, Cities, and others of Their Majesties Antient Kingdom of Scotland, who shall be pleased to Subscribe, and be Concerned in the Scots Linen-Subscription-Book, for the Linen-Manufacture in that Kingdom of the one Part;

AND

Nicolas Dupin of the City of London Esquire, in Trust for the Members and Subscribers who shall be hereafter pleased to Subscribe, and be Concerned in the aforesaid Linen-Manufacture in England, of the other Part.

1. **I**mprimis, That it is Declared and Agreed, that there shall be a Joynt Stock of Thirty Thousand Pound Sterling, to carry on the Linen-Manufacture in the aforesaid Kingdom of Scotland, and that the said Stock shall be divided into sixty hundred Shares, or Parts in manner and form following, That is to say, Thirty hundred Shares or Parts, being the one Moyety of the aforesaid Sixty hundred Shares, shall be Subscribed by the Subscribers in the aforesaid Kingdom of Scotland, who shall hereafter Subscribe for the same, at Five Pound Sterling for each and every one of the aforesaid Thirty Hundred Shares.

2. **I**tem, That there shall be Thirty hundred Shares, or Parts more to be Subscribed for in England, by the Subscribers who shall Subscribe for the same at five Pound Sterling, as aforesaid, for each and every one of the aforesaid Thirty hundred Shares, being the other Moyety of the aforesaid Sixty hundred

Shares, which said sixty hundred Shares, at five Pound Sterling per each, and every Share amounts to the sum of Thirty thousand Pound Sterling, as aforesaid, and the same to be paid at four several even and equal Payments, **THAT IS TO SAY**, The Sum of One Pound five Shillings Sterling, being the first Payment to be paid to the Scots and English Linen-Treasurers, hereafter to be chosen at the Cities of *Edinburgh* and *London*, for each Share they shall Subscribe for, on the first Day of *November* next ensuing, the Date of these Presents, or within fourteen Days then next following; and the like Sum of One Pound five Shilling Sterling more, being the second Payment to be paid on the first Day of *May* then next following, or within fourteen Days then next after, which will be in the Year of our Lord, One Thousand six hundred ninety five; and the like Sum of One Pound five Shilling Sterling more, being the Third Payment to be paid on the first Day of *November* then next following, or within fourteen Days then next after. And lastly, The like Sum of One Pound five Shillings Sterling more, being the fourth and last Payment, to be paid on the first Day of *May*, then next following, or within fourteen Days then next after, which will be in the Year of our Lord, One Thousand six hundred ninety six.

3. *Item*, It is further Agreed, That in case any Subscribers in the aforesaid Kingdom of *Scotland*, should not pay in, or cause to be paid in to the Scots Linen Treasurer, at the City of *Edinburgh* for the time, being the aforesaid Sum of One Pound five Shillings Sterling, being the first Payment to be paid on the first Day of *November* then next following, or within fourteen Days thence next following as before limited; That then and in that case, such Person or Persons Subscriptions shall be void, to all Intents and Purposes, as if he or they had never subscribed; and that then it shall and may be lawful to, and for the Scots Society and Subscribers, or Major Part of them, at the said City of *Edinburgh*, to have full Power and Authority, to Nominate and Appoint a Committee, consisting of six Persons at least, who shall have full Power to Sell and Transfer into the Transfer-Book, or Books, to be provided for that purpose under the Common Seal, or other ways of the said Scots Society and Subscribers, as aforesaid, all, or any of the said Shares when Forfeited, as aforesaid to such Person or Persons, who shall be willing to buy the aforesaid Shares so Forfeited, as aforesaid, at the same price and rate as they were first subscribed for. And the said Money for the said Shares to be to the use of the Joynt Linen Stock, and that then the said Shares so Transferred, shall be good and valid to the New Purchaser, to all Intents and Purposes.

4. *Item*, It is further Agreed, That in case any Subscribers in the aforesaid Kingdom of *England*, should not pay in, or cause to be paid in to the English Linen Treasurer, at the City of *London*, for the time being, the aforesaid Sum of One Pound five Shillings Sterling, being the first Payment to be paid on the said

said first Day of *November* next, or within fourteen Days then next following, as before limited; that then and in such case, such Person or Persons Subscribed, shall be void to all Intents and Purposes, as if he or they had never Subscribed; and that then it shall and may be also lawful to, and for the *English Society* and Subscribers, or major part of them, at the said City of *London*, to have full Power and Authority, to Nominate and Appoint a Committee, consisting of six Persons at least, who shall have full Power and Authority to Sell and Transfer into the Transfer Book or Books, provided for that purpose, under the Common Seal, or otherways of the said *English Society*, or subscribers as aforesaid, all, or any the said Forfeited Shares aforesaid, to such Person or Persons who shall be willing to buy the aforesaid Shares, so Forfeited as aforesaid, at the same price and rate as they were first Subscribed for, and the said Money for the said Shares to be to the use of the general joynt Linen Stock; and that then the said Shares so Transferred, shall be good and valid to the New Purchaser, to all Intents and Purposes.

5. *Item*, It is also Declared, That in case of failour of payment in of all, every, or any of the aforesaid remaining three respective Sums of One Pound five Shilling Sterling per Share, in the above Articles mentioned as aforesaid, to be paid at the several Days of Payment above limited, according to the true Intent and Meaning thereof, for the space of one Month next after any of the said Days of Payment, on which the same ought to be paid, as aforesaid, that then and in such case, every such Person or Persons, making such Default, which hinders the Trade, for non-payment, shall from time to time, upon every such failure respectively Forfeit and pay to the Linen Treasurer, in any the saids Kingdoms, where such Forfeiture for non-payment, shall be the Sum of five Shillings Sterling per each Share for the time being in Committee assembled, for the use and benefit of the general joynt Linen Stock, for each and every share and shares that shall be so unpaid for, and in arrear, until all the Money due for the said Shares, and all the said Penalties, Arrears, and Forfeitures due for the same, shall be fully satisfied, contented and payed, and that the Share and Shares of each and every such Person or Persons making such Default as aforesaid, shall from time to time, and at all times hereafter, be subject and lyable to all such payments, penalties and forfeitures, until the full value of the said Shares of such Person or Persons, so in arrear be spent out and determined, and the said Shares to be sold and disposed of by the Linen Committee of Trade, hereafter to be chosen, to any Person who will give most for the saids shares, to answer the aforesaid Debts.

6. *Item*, It is further Declared, that there shall be two Linen Treasurers chosen, viz. One Treasurer to be chosen at the said City of *Edinburgh*, by the plurality of Votes of the joynt Proprietars in *Scotland*; And another Treasurer to

be cholen at the City of *London*, by the plurality of Votes of the joynt Proprietars in *England*: Which aforesaid two Treasurers shall give good and sufficient Security in *Scotland* and *England*, to the liking and Satisfaction of the Major part of all the joynt Proprietars for the time being, and that the said Treasurer and Treasurers shall be chosen immediatly after, and so soon as the Subscription Book or Books are filled and shut up, which will be on or about the first day of *November* next ensuing the date of these Presents, or within fourteen days then next after.

7. *Item*, That the said Linen Treasurers, shall make up their Accompts in both Kingdoms once in every four Months, of what Money they have received, and what Money they have payed out, and what Money they have in their hands, and what Debts are due to the Company, and by whom due, and where the said Money is lodged; and give an account of the same in writting, to the Courts and Committees at *Edinburgh*, and in *London*, and send a true Coppie of the same to each Kingdom: and that the said Treasurers shall not pay any Money out of the Linen joynt Stock, they nor either of them shall have in their hands without a warrant first Signed by five Assistants, at least the Governour, Deputy Governour, or Chair-men hereafter to be chosen at the next General Court, to be always one of the five.

8. *Item*, That there shall be two Books for Subscriptions, and Transfers, and whatsoever Orders, Penalties and Laws, shall be write and Signed in one Book, shall be also write and Signed in the other, with the several Seal or Seals of the Subscribers in each Kingdom of *Scotland* and *England*; And that one of the saids two Books shall be kept by the saids Scots Society at the said City of *Edinburgh*, or by such persons as the Linen Court, or grand Committee, or Major part of them in that City shall think fit: such Book keepers giving good Security to the liking and Satisfaction of the said Court, or Grand Committee aforesaid: And another of the said Books to be kept by a Committee thereafter mentioned, as the plurality of Votes of the joynt Proprietars in the City of *London* shall think fit, he giving such Security to the said *English* Linen Committee as aforesaid: Which said two Subscription Books shall not be removed out of one Kingdom into another, after that these Subscription Books are filled and delivered to each Kingdom, on pain to Forfeit the Sum of One Thousand Pound Sterling, to be payed in to the Linen Treasurers for the time, being by the Linen Members of that Kingdom, who shall suffer their own Transfer Books to be removed out of one Kingdom into another as aforesaid: and the said One Thousand Pound, when Forfeited, to be payed to the Sole use and benefit of the general Joynt Linen Stock.

9. *Item*, It is further Declared, that it shall and may be lawful, to and for the said Scots Society, to Sell and Transferr their own Shares, or any number of them they

they shall Subscribe for in *Edinburgh* in their own Transferr Books; And shall and may be also lawful, to and for the said *English Societie*, to Sell and Transferr their own Shares, or any number of them they have Subscribed for, on otherways in their own Transferr Book at *London*.

10. *Item*, It is also Declared, that there shall be in the said City of *Edinburgh*, in the *Scots Linen Company*, thirty Assistants. and out of the said thirty Assistants a Governour, Deputy Governour, and Treasurer shall be Elected and chosen, But in case there shall be no Governour, nor Deputy Governour Elected or chosen as aforesaid, that then in such case, there shall be a Chairman chosen in their Rooms; Which aforesaid thirty Assistants, Governour, Deputy Governour, Treasurer or Chairman shall be chosen by the pluralitie of Votes, of all the Joynt Proprietars at *Edinburgh* in *Scotland*, at the first General Court or Grand Meeting, which will be on or about the first day of *November* next, or within fourteen days next after.

11. *Item*, It is also Declared, that there shall be in the *Scots Linen Company* at *London*, thirty Assistants, and out of the aforesaid thirty Assistants, a Chair-man shall be Elected and chosen, which aforesaid thirty Assistants and Chairman shall and may be chosen by the plurality of Votes, of all the Joynt Proprietars at the said City of *London* in *England*, at the first General Court or Grand Meeting there, which will be on or about the aforesaid first day of *November* next, or within fourteen days then next after.

12. *Item*, That a Committee of Trade consisting of six Persons, shall always Annually be chosen, nominated and appointed out of the aforesaid thirty Assistants, for to meet and sit at the City of *Edinburgh*, in the said Kingdom of *Scotland*, as often as necessary occasion shall Require: in manner and Form following. That is to say, The Committee and Members at *London*, who shall have the Major part, or greatest numbers of Shares, shall and may have full power and liberty to choose, nominat and appoint three persons, whereof their principle Agent for the time being may be always one, to direct, Sit, serve and Assist in the said *Scots Linen Committee of Trade* at the said City of *Edinburgh*. AND in like manner, the Governour or Chair-man, and Assistants of the *Scots Linen Society* for the time being; may have liberty to choose nominat and appoint three persons, to sit with the other aforesaid three persons, which together makes up the aforesaid six to be a Committee of Trade: to sit, direct, serve and Assist in the said *Scots Society*, and Committee of Trade at the said City of *Edinburgh*; Which said *Scots Linen Committee* so chosen, shall have a Competent allowance out of the said *Scots Linen Joynt Stock* for their trouble and pains, Reserving to the plurality of Votes of the Major part of the Joynt Proprietars in both Kingdoms, power to increas or lessen the number of Agents as they shall think fit.

Item, It is also agreed, that the Subscribers shall have liberty to transfer their own Shares in their own Transfer-books in each Kingdom, at the lawful and usual days and times; and the said Books not to be shut without the Consent of the Major Part of all the Joynt Proprietars in each Kingdom.

14. Item, It is mutually agreed, that the Committee at *London*, shall be acquainted, & have notice from the Committee of Trade & Store-keeper at *Edinburgh*, of all the Quantities & several sorts of Linen, the Lengths & Breadths each Piece contains, & to send Patrons of each sort of Cloath they have in the Company-store at *Edinburgh* to the *Scots* Linen Company at *London*, for them to see and try what each sort of Cloath is best & most Mercatable, & what each sort of Cloath will yield and be sold for per Yard, Ell, or whole Piece, and to send notice thereof to the Court or Committee of Trade at the City of *Edinburgh*, and the said Committee of Trade to enquire into the several Prices, of the several sorts of Linen Cloath, and to examine and compare the Prices, that such sorts of Cloath yield in *Scotland*, and what such sorts of Cloath yield in *England*, with the Costs and Charges, by sending of such Cloath to the Linen Committee at *London* aforesaid, and all such sorts of Cloath that shall appear and prove to yield the most Profit in *England*, (the Costs and Charges being allowed) all such said Linen Cloath shall be sent to the *Scots* Linen Committee at *London*, to be disposed of to the best Mercat, in such Quantities, and at such proper Seasons and Times, as shall be reasonably ordered and appointed by the said *Scots* Linen Committees of Trade : And if it should happen, the said Committee and Court of Assistants, should not agree in sending up the Linen Cloath in such manner as aforesaid, or that any other great Differences should happen, that then in such Case, the aforesaid Committee of Trade shall acquaint the Governour or Chair-man in Court assembled for the time being, where such Differences may be fully heard, debated, and determined. Upon their not agreeing, the Governour, Deputy-Governour, or Chair-man, shall immediatly call a general Court of all the Joynt Proprietars in *Scotland* and *England*, where all such Differences shall be heard, debated, and determined by the Major part of all the Joynt-Proprietars; and in case there should be an Equality of Votes, that then in such case, the Governour, Deputy-Governour, or Chair-man shall have the casting Vote : But in case no general Court should be called as aforesaid, that then in such case, the *Scots* Linen Treasurer shall stop payment of any Money to carry on the Trade, until a general Court is called, on pain of Forfeiting his Place, if he does not stop payment as aforesaid.

15. Item, That the *Scots* Linen Cloath above-mentioned, shall be sent up to *London* as aforesaid, with a Letter of Advice to the Treasurer, or Store-keeper belonging to the said Linen Committee at *London* for the time being with a just and true Accompt of what Sorts and Quantities of Linen Cloath they shall from time to time send up to *London* as aforesaid, and the same to be

sold and disposed of to the best Mercat, according to such Appointments and Prices as shall be made for the Sale thereof by one person, to be chosen by the Scots Linen Committee at *Edinburgh*, together with another person to be chosen by the *English* Linen Committee at *London*, or Major part of them.

16. *Item*, It is further declared, that the Linen Committee of Trade at *Edinburgh* shall enquire into what sorts of Cloath are most profitable in *Scotland*, to be sold to the best Mercat there; And all such Cloath as shall appear to be more profitable to be sold in *Scotland*, for the Good and Profit of the general Joynt Linen Stock, than the same can be sold for in *England*, shall be sold in *Scotland*; and the Money for the said Linen Cloath shall be payed into the Scots Linen Tresaurer, for the use of the Joynt Linen Stock at the same time the Cloath is delivered by the Store-keeper to the Buyers, but in case the Committee of Trade in *Edinburgh* shall know the Buyers to be sufficient and responsible persons, and the Buyers to allow a reasonable Consideration for the space of three or four Moneths Forbearance of paying the Money, which shall be due for the said Cloath they shall so buy of the said Linen Company, that in such cases, the Committee of Trade shall allow them such time for payment above-mentioned, as they the said Committee of Trade shall think fit at *Edinburgh*.

17. *Item*, It is also agreed, that the Length Breadth of every whole Piece, or half Piece of Linen Cloath, of all the several sorts to be made in the Scots Linen Society, shall be settled and a Leaden-seal to be affixt to the end of each Piece, the better to distinguish the Company Linen Cloath from others.

18. *Item*, It is also agreed, that there shall be likewise a Committee of Trade, consisting of six persons chosen by the Plurality of Votes of the Joynt Proprietors in *England*, to sit and do Business for the Good of the general Linen Joynt Stock in the City of *London*; and that a Chair-man shall be chosen out of the six aforesaid Members to sit with them, and the Scots Linen Cloath that shall be send to *London* to be sold, there shall be delivered to the Store-keeper, who shall give good and sufficient Security to the *English* Linen Court and Committee at *London*, and that it shall be in the power of the aforesaid Linen Committee of Trade at *London* to trust any person or persons, who shall buy any Quantity of the Companies Scots Linen Cloath for the space and time of three or four Moneths, provided they know the Buyers to be sufficient and responsible persons, and the Buyers to allow a reasonable Consideration for the Forbearance of the Money, according as the said Committee shall think fit; & the said Money for the said Linen Cloath so sold, shall (when due) be payed into the *London* Linen Tresaurer at *London*, to be by him returned to the Scots Linen Tresaurer at the City of *Edinburgh* for the time being, for the use of the Scots Linen Joynt Stock within thirty days next after the Receipt of such Part or Parcels of such Linen Cloath, with a just and perfect Account of the same, together with the benefit of the current Exchange for the time being.

19. *Item*,

19. *Item*, It's further declared, that what Costs and Charges shall be expended for Praught Carriages and Storage, or any other Expensies or Charges relating to the said *Scots* Companies Linnen-cloth, the same shall be payed and allowed out of the *Scots* general Linnen joint-stock.

20. *Item*, It is further declared, that a just Dividend of all the Profit, shall be made at a just and reasonable convenient time, by the general consent of the plurality of Votes, of all the joint Proprietars in the aforelaid two Kingdoms of the *Scots* Linnen Joint-stocks; And, that it shall be lawful for any Subscribers and Members, to Transfer all, or any of their own Shares, to any person or persons whom they shall think fit, into the Companies Transfer-books at the severall and convenient time or times; but it shall not be lawful for any Member to withdraw his or their Stock, nor any part thereof, out of the general joint stock of the *Scots* Linnen Company, nor the general Joint stock, be dissolved, but the said Stock shall remain, to be imployed to carry on the Linnen Manufacture in Scotland.

21. *Item*, Whereas there is but thirty hundred Shares to be subscribed for in the Kingdom of Scotland, It is hereby declared, that the thirty hundred shares shall be divided and subscribed in manner following, That is to say, Twelve hundred shares to be subscribed in the City of *Edinburgh*; To the Royal Burrow of *Peebles*, sixty five shares; To the Royal Burrow of *Dundee*, eighty five shares; To the Royal Burrow of *Aberdeen*, one hundred and twenty shares; To the Royal Burrow of *Stirling*, forty five shares; To the Royal Burrow of *Linlithgow*, forty shares; To the Royal Burrow of *St. Andrews*, twenty shares; To the Royal Burrow of *Glasgow*, three hundred and thirteen shares; To the Royal Burrow of *Air*, forty shares; To the Royal Burrow of *Haddington*, fifty shares; To the Royal Burrow of *Dysart*, fifteen shares; To the Royal Burrow of *Kirkcaldy*, sixty shares; To the Royal Burrow of *Montrose*, fifty five shares; To the Royal Burrow of *Couper*, twenty five shares; To the Royal Burrow of *Anstruther Easter*, ten shares; To the Royal Burrow of *Drumfries*, fifty five shares; To the Royal Burrow of *Inverness*, fifty shares; To the Royal Burrow of *Burnt-Island*, twenty shares; To the Royal Burrow of *Innerkeithing*, ten shares; To the Royal Burrow of *Kinghorn*, thirteen shares; To the Royal Burrow of *Breichen*, fifteen shares; To the Royal Burrow of *Irving*, twenty shares; To the Royal Burrow of *Fedburgh*, forty shares; To the Royal Burrow of *Kirkcubright*, fifteen shares; To the Royal Burrow of *Wigtown*, fifteen shares; To the Royal Burrow of *Pittenweem*, thirteen shares; To the Royal Burrow of *Dumfermling*, twenty eighth shares; To the Royal Burrow of *Anstruther Wester*, five shares; To the Royal Burrow of *Selkirk*, twenty shares; To the Royal Burrow of *Dumbarton*, twelve shares; To the Royal Burrow of *Renfrew*, fifteen shares; To the Royal Burrow of *Dumbar*, twenty shares;

To the Royal Burrow of *Lanerk*, twenty shares; To the Royal Burrow of *Aberbrothick*, eighteen shares; To the Royal Burrow of *Elgin*, twenty shares; To the Royal Burrow of *Peebles*, twenty shares; To the Royal Burrow of *Craill*, fifteen shares; To the Royal Burrow of *Tain*, thirteen shares; To the Royal Burrow of *Culross*, ten shares; To the Royal Burrow of *Buff*, sixteen shares; To the Royal Burrow of *Whithorn*, ten shares; To the Royal Burrow of *Forfar*, twelve shares; To the Royal Burrow of *Rothsay*, thirteen shares; To the Royal Burrow of *Nairn*, ten shares; To the Royal Burrow of *Cullen*, ten shares; To the Royal Burrow of *Lander*, fifteen shares; To the Royal Burrow of *Forres*, thirteen shares; To the Royal Burrow of *Rutherglen*, ten shares; To the Royal Burrow of *North-berwick*, ten shares; To the Royal Burrow of *Kilreny*, ten shares; To the Royal Burrow of *Annan*, ten shares; To the Royal Burrow of *Senquhar*, ten shares; To the Royal Burrow of *Galloway*, ten shares; To the Royal Burrow of *Dingwall*, ten shares; To the Royal Burrow of *Dornoch*, ten shares; To the Royal Burrow of *Queens-ferry*, twenty shares; To the Royal Burrow of *Fortross*, thirteen shares; To the Royal Burrow of *Kintore*, ten shares; To the Royal Burrow of *Innerara*, fifteen shares; To the Royal Burrow of *Inverurie*, ten shares; To the Royal Burrow of *Wick*, fifteen shares; To the Royal Burrow of *Kirkcubald*, thirty five shares; To the Royal Burrow of *Innerbervie*, ten shares; To the Royal Burrow of *Strathnaver*, ten shares; To the Royal Burrow of *Lochmaben*, thirteen shares; To the Royal Burrow of *Cromartie*, seventeen shares.

22. *Item*, It is further declared, that in case at any time hereafter, there shall be necessary occasion for to encrease the aforesaid general Joynt Linen-Stock of thirty thousand pound *Sterling*, for the better carrying on of the said Linen-Trade in the said Kingdom of *Scotland*, that no Sum or Sums of money, shall be raised or borrowed for the time being, unless the same be upon a just and reasonable Occasion, and as the said Linen-Trade shall require the same. And in case any Sum or Sums of money shall be hereafter raised, to carry on the said Trade as aforesaid, That then the same shall be laid out, and imployed to the sole and proper use of the said Linen-Trade, and all things relating thereto, and not otherwise; and that the said Money so to be raised, shall not at any one time exceed the Sum of one pound *Sterling* per each of the aforesaid sixty hundred shares, in one Year at most, which said one pound *Sterling* per each share, will amount unto the Sum of six thousand pound *Sterling*, provided always, that the Members of the Linen-Company, have lawful and due notice sent to them two Months before such payment, that they may have due time to provide the same. But in case any of the said Members should not pay in, or cause to be paid in, the aforesaid Sum of one pound *Sterling* per share, they have in the Joynt stock, according to the time limited to the Linen-Treasurer, or Treasurers.

Treasurers, for the use aforesaid, that then, and in such Case, it shall be lawful for the Committee of Trade; to Sell and dispose, of one or more of the said Persons Shares, so in Arrear to any Person or Persons, who shall give money for the said Shares, for to Pay and answer the Arrears and Debts, such said Members owes to the Company: But no more Share of such Members, so in Arrear, shall be sold, then what shall prove sufficient to answer the Debt, due by him to the Company; And in Case there should be any overplus of Money left, after the said Shares are Sold, and such Persons Debt satisfied and Payed, that then such overplus shall be justly returned, and payed unto the aforesaid Member. And it is also Declared, that no Member shall be lyable to be sued by Law, either in person or Estate, by reason of any Debt he owes to the Company, relating to his Shares, he has in the Joynt Stock, but the Shares of such person or persons, to be only answerable for his, or their Debts, he owes to the Companies Joynt Linen Stock.

23. *Item*, It is further Declared, and thought Reasonable and necessary, that the Joynt Proprietars shall be Informed once in every three Months of all Proceedings, that they may give their best Advice and Assistance, for the Carrying on of the said Trade.

24. *Item*, It is further Agreed, that a General Court shall be called, and four times every Year at the least, at the said City of *Edinburgh*, and that due notice thereof shall be given to all the Proprietars in both Kingdoms, or their Agents; Who shall give the Proprietars due notice of the same, by Affixing an Advertisement in writing, upon the Mercat-Cross of *Edinburgh*, and at the Royal Exchange in the City of *London*; Twenty days before any such of the aforesaid General Court shall sit. That is to say, the first General Court to be held on or about the first day of *November* next, ensuing the date of these presents or within fourteen days then next after, the second General Court to be held on the first day of *February* then next after, or within fourteen days then next after, the third General Court to be held on the first day of *May*, then next ensuing, or within fourteen days then next after: The fourth General Court to be held, on the first day of *August* then next ensuing, or within fourteen days then next after, which will be in the Year of our L O R D, One Thousand Hundred Ninety Five.

25. *Item*, It is also Declared, that it shall, and may be lawful to, and the chiefeft Agents of the *English* Linen Subscribers, or Major part of them to be chosen off, and added to the Grand Committee, of the said *Scots* Linen Society at *Edinburgh*: They the saids Agents, having lawful notice from time to time given them of such Committee for them, to be there when they please,

shall, and may be also always of the Linen Courts and Committees of Accounts, and all others now and hereafter to be settled Linen Committees, or Managing the said Trade. And may have free liberty at all times hereafter, to Oversee, and Inspect the Treasurers Accompts, and all other Accompts relating to the said Linen Manufactory, and to Coppy out the same, and to send true Copies thereof, to the English Linen Committee at London, if they think fit, the said English Agents to be Payed by the English Linen Committee.

26. *Item*, For all other matters, or things not herein or hereby Express, contained or provided for, that if any difference shall hereafter arise, concerning these present Articles, and Linen, or any differences concerning the ordering or Managing the said Linen Trade: That then, such differences shall be settled, Agreed, and composed by the plurality of Votes, of all the Joynt Proprietars of both Kingdoms, at the next General Court, next following, at the aforesaid City of Edinburgh.

27. *Item*, It is further Declared, and Agreed, that there shall be six Trustees nominated and appointed, to whom the General Joynt Linen Stock shall be Assigned, and made over in Trust, for the whole Linen Company in both Kingdoms; Which said six Trustees, shall give good and sufficient Security, to the liking and Satisfaction of the Major part of all the Joynt Proprietars, concerned in the General Joynt Linen Stock: Three of which said six Trustees shall and may be chosen at the said City of Edinburgh, by the plurality of Votes, of all the Joynt Proprietars in Scotland: And the other three Trustees, which makes up the aforesaid six Trustees, shall, and may be chosen in the City of London, by the plurality of Votes, of all the Joynt Proprietars in England; Provided always, the aforesaid six Trustees shall be obliged to re-deliver up the aforesaid Trust to the Linen Company, at any time, when by the plurality of Votes, of all the Joynt Proprietars in both Kingdoms, of the General Joynt Linen Stock, shall be thereunto required, as Free from Encumbrances, as they had the same.

28. *Item*, It is further Declared, that the Subscribers shall have a Certificat under the Common Seal, or otherways, of the said Linen Company, for each one Share they shall subscribe for in the Linen Subscription Books, wherein shall be mentioned the several Days, and Quarterly Times of Payments, as in the Articles limited: and whensoever the Subscribers minds to dispose and Transfer in the Companys Transfer Books, any of his Shares, to any person, or persons whatsoever, such Members shall at the same time of the Transfer, deliver to the Purchaser, or otherways his Certificat relating to the same, for each and every Share he shall so dispose of, to the person to whom he Transfers the said Shares.

29. *Item*, It is also Declared, and Agreed by all and every the Subscribers now and hereafter, to be concerned in the Scots Linen Subscription Book, and Joynt Stock that *Nicolas Dupin* Esquire or his order shall have, and receive from each, and every Subscriber, the Sum of Eight Shilling Sterling, for each and every ones Share, they and every one of them shall Subscribe for, to be Payed to him, the said *Nicolas Dupin* or his order as aforesaid, upon Subscription, he or his order giving a receipt under the said *Nicolas Dupin* his hand, signed for the same, which aforesaid Eight Shilling Sterling, being in consideration of the said *Nicolas Dupin*, his great costs and charges, pains and Industry, in promoting and helping to Procure Subscriptions, for the raising a General Joynt Stock, and his Traveling in charges from one Kingdom into another, to promote and encourage the Linen Manufactory, in the said Kingdom of Scotland, and for his several other Charges, and Expences he has, and must of necessity be at, in promoting and encouraging the said Linen Manufactory, in the said Kingdom of Scotland.

30. *Item*. It is hereby also Declared, That whereas several persons who have subscribed Twelve hundred shares in the Scots Linen Subscription Books at London in England, and in pursuance of certain Articles in the said Subscription Book, bearing date on, or about the thirteenth Day of November, One Thousand six hundred ninety three, Did pay to *Nicolas Dupin* Esquire, the sum of nineteen shillings Sterling per each share at subscription: It is hereby Declared and Agreed, That all the aforesaid Subscribers who have not sold, or otherways Disposed of their said Twelve hundred shares aforesaid, or any number of them to other persons, shall have free liberty to come in and subscribe in the Subscription Book, belonging to these present Articles, for so many shares as they now have, and have not sold and disposed of as aforesaid, in certain Articles, bearing date on or about the seventh Day of February, One Thousand six hundred ninety three; and the aforesaid Persons to be freed from paying the sum of eight Shillings Sterling for each share, which is to be paid to the said *Nicolas Dupin* upon subscription, by these present Articles, and the said *Nicolas Dupin* to give the saids subscribers aforesaid his receipt for the eight shillings per each share aforesaid, for such number of shares they shall subscribe for, as if such subscribers had paid down the same in specie; provided always the saids Subscribers come in, and Subscribe in the Subscription Book relating to these present Articles at London, at any time before, Twenty hundred of the said thirty hundred Shares in these present Articles mentioned, shall be subscribed for at London.

31. *Item*, It is also Declared, That whereas by certain Articles, bearing date on or about the seventh Day of February, One Thousand four hundred ninety three, several persons at *Edinburgh* in the Kingdom of *Scotland*, have subscribed the number of six hundred Shares in the *Linen Subscription Books* relating to the aforesaid Articles, the same being part of eighteen hundred shares subscribed in the whole. It is hereby Declared, That all the aforesaid Subscribers, who have not sold, or otherways disposed of their said Shares, or any number of them, to other persons, shall have free liberty to come in and subscribe in the subscription Book, belonging to these Articles at *Edinburgh*, for so many Shares as they now have in the aforesaid Articles, and the aforesaid persons to be freed and excepted from paying the sum of eight Shillings *Sterling* per each Share, which is to be paid unto the said *Nicolas Dupin* upon Subscription by these present Articles, and the said *Nicolas Dupin* to give the said Subscribers Receipt for the eight Shillings per share aforesaid, for such number of Shares as they shall subscribe for, as if such Subscribers had paid to him the same in specie. Provided always the aforesaid Subscribers come in and subscribe in the subscription Books, relating to these present Articles at *Edinburgh*, at any time before twenty four hundred of the said thirty hundred Shares in these present Articles mentioned, shall be subscribed at *Edinburgh* in *Scotland*.

32. *Item*, It is also Declared, That every person or persons shall have one Vote for each and every five Shares as he has in the general joynt Stock to Vote for, and if he has to the number of twenty Shares, that then he shall have four Votes to vote for at every general Court, but no more.

33. *Item*, It is further Declared, That when ever any of the Courts of assistance, or any Committee relating to the *Linen*, shall at any time fit to do business, each Member shal in that Court and Committee have but one Vote to vote for, and no more.

34. *Item*, It is further Declared, That no Subscriber in *Scotland* shall have liberty to Subscribe above Twenty Shares at most, at his or their Subscription (the Chief Royal Burrows aforesaid only excepted) so that they come in before the Books be filled, whilst there is room to subscribe.

35. *Item*, It is also further Declared, That the majority of Votes of all the joynt Proprietars of both Kingdoms at a general Court assembled, shall and may have liberty to make By-Laws, for the better Government of this *Linen Manufactory*, Provided that such By-Laws shall not be contrary or repugnant to the Laws of this Kingdom, and such By-Laws shall be approved of by some of the chiefest Judges of the said Kingdom of *Scotland*.

36. *Item*, It is also Declared, That there shall be no benefit or advantage taken

but that each and every persons interest shall devolve and
concern the Executors, Administrators or Assignees.

37. Item, It is also Declared, That every person who purchaseth any Shares
from the first Subscribers, shall accept of the said Shares by Transfer in the Com-
panies Books, and such New Purchasers shall be bound and obliged by all and
singular the Articles above-mentioned, and written as if they were Parties there-
to by them subscribing.

38. Item, It is also Declared, That no Subscriber in London shall be admit-
ted to subscribe above twenty Shares, the *English* Linen Corporation only ex-
cepted.

39. Item, It is also Declared, That if the Linen Treasurer to be chosen at E-
dinburgh by the plurality of Votes, of all the joynt Proprietars in Scotland,
should at any time hereafter during his Treasurership, fail, break, or any o-
ther ways miscarry with the Companies Stock, or any share thereof, that then
in such case the Great Linen Company shall be responsible for the Loss and Dam-
mage thereof, to the *English* Linen Company.

40. Item, It is also Declared, That if the *English* Linen Treasurer to be cho-
sen at London by the plurality of Votes, of all the joynt Proprietars in Eng-
land, should at any time hereafter during his Treasurership, fail, break, or a-
ny ways miscarry with the Companies Stock, or any part thereof, that then in
such case the *English* Linen Company shall be responsible for the Loss and Dam-
mage thereby to the Great Linen Company.

41. Item, It is also Declared, That if the full number of Shares allowed to
the Royal Burrows, and Cities in the Kingdom of Scotland, should not by
them be subscribed for by the time hereafter limited next ensuing, that then and
in such case it shall and may be lawful to, and for any other person or persons
in Scotland to come in and subscribe the remaining part of such Shares as shall
be left by them unsubscribed for, as aforesaid.

42. Item, It is also Declared, That in case the full number of thirty hundred
Shares above-mentioned, to be subscribed for in Scotland, should not be fully
subscribed for in that Kingdom by the said fourteenth Day of October next
ensuing as aforesaid, that then and in such case it shall and may be lawful to,
and for the *English* Nation to subscribe the remaining part of such Shares as
shall be left unsubscribed for in Scotland as aforesaid, over and above the thirty
hundred Shares allowed to the *English* as aforesaid.

43. Item, It is also Declared, That in case the thirty hundred Shares above-
mentioned, to be subscribed for in England, should not be fully subscribed for
in that Kingdom by the fourteenth Day of October next ensuing, as aforesaid,

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said, that then and in such case, it shall and may be lawful for any person or persons in *Scotland* to come in and subscribe the said Shares as shall be left so unsubscribed for in *England* as aforesaid.

44. *Item*, It is Declared, That if any of the Subscribers shall at any time be willing to sell and transfer any of his own Shares to any person or persons that then in such case it shall be lawful for any member of the *Lincoln Company* to purchase the aforesaid Shares, it being more reasonable that any Members of the Company should have and buy the said shares than any stranger, notwithstanding any thing in the Articles before-mentioned to the contrary.

E I N D
